

John M. Marshall (ISB #5628)
Michael P. Lawrence (ISB #7288)
Givens Pursley LLP
601 W. Bannock
P O. Box 2720
Boise, ID 83701
Telephone: (208) 388-1200
Facsimile: (208) 388-1300
S:\CLIENTS\6018\1\Affidavit of D Roylance DOC

RECEIVED
MAR 28 2007
DEPARTMENT OF
WATER RESOURCES

Attorneys for East Hills Development LLC
and Lexington Hills, Inc.

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

In Re: SRBA

Case No. 39576

Subcase Nos. 63-00123D, 63-00123F, and
63-00123G

**AFFIDAVIT OF
DAVID H. ROYLANCE**

STATE OF IDAHO)
) ss.
COUNTY OF ADA)

David H. Roylance, being first duly sworn on oath, deposes and hereby states as follows:

1. I am a Director on the Lexington Hills, Inc. ("Lexington"), Board of Directors and have been a Director since Lexington's inception on August 28, 1991 (under its former name, Floating Feather Hills, Inc.). My initial appointment to Lexington's Board of Directors is reflected in Floating Feather Hills, Inc.'s, Articles of Incorporation, a true and correct copy of which is attached hereto as Exhibit A. I was also Lexington's project manager and project engineer for the development of the entire Lexington Hills Subdivision (the "Subdivision").

2. I was a Director on the Lexington Hills Homeowners' Association, Inc. (the "Association"), Board of Directors at its inception on February 28, 1992, as is reflected in the

Association's Articles of Incorporation, a true and correct copy of which is attached hereto as Exhibit B. I remained on the Association's Board of Directors throughout the Subdivision's development, leaving my post in the late 1990s. I am a signatory to the Association's by-laws, a true and correct copy of which is attached hereto as Exhibit C.

3. As a Director for both Lexington and the Association, and as project manager and project engineer for Lexington, I have been involved in all aspects of the development of the Subdivision, including formation of the Lexington Hills Homeowners' Association, the drafting of the Declaration of Covenants, Conditions, Restrictions and Easements for Lexington Hills ("Master Declaration" or "CCRs"), and development of the Subdivision plans. My involvement included matters specifically related to water, water rights, and the irrigation needs of the Subdivision.

4. I was also a principal and owner of the engineering firm of Roylance and Associates, PA. In 1991, prior to the Subdivision's development, Lexington commissioned my firm to study the then-proposed Subdivision's irrigation demands. My firm hired Mr. E. Lee Bean (an irrigation expert) to prepare this study, a true and correct copy of which is attached hereto as Exhibit D ("1991 Irrigation Demand Study"). The 1991 Irrigation Demand Study concluded that the Subdivision would only require approximately 50% of the water rights owned by Lexington to meet the Subdivision's irrigation needs. Exhibit D, p. 5. The Subdivision and its irrigation system were designed accordingly.

5. In 1992, Lexington executed and recorded the Master Declaration. At the time, I was a Director for Lexington, as well as project manager and project engineer for Lexington, and I know that the intent of Article V(d) of the Master Declaration was to reserve unto Lexington all water rights owned by Lexington and appurtenant to the Subdivision lands, until such later time as Lexington expressly conveyed water rights to the Association. I also know that the last

sentence of Article V(d) of the Master Declaration was intended only to mean that Lexington would convey some surface water irrigation rights to the Association in the future to meet the Subdivision's irrigation needs. I know that Lexington did not intend to convey all of its water rights to the Association because, as determined in the 1991 Irrigation Demand Study, the Subdivision would only require approximately 50% of those water rights to meet its irrigation needs.

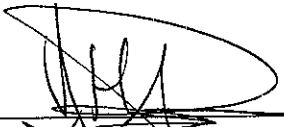
6. While I was a Director on the Boards of Lexington and the Association simultaneously, and at the same time acting as project manager and project engineer for Lexington, I assisted in the preparation of the deeds conveying common areas in the Subdivision from Lexington to the Association. Each of these deeds was expressly made "subject to" the Master Declaration and, because of my positions as Director and project manager and project engineer, I know that the intention of making these deeds "subject to" the Master Declaration was to incorporate the terms of the Master Declaration into the deeds, including Article V(d)'s express reservation of "all water and water rights over, upon or under or appurtenant to the [Subdivision] Property." I also know that the intention in expressly conveying water rights in the first six deeds from Lexington to the Association was to provide the Association with sufficient water rights to meet the Subdivision's irrigation needs up front, but only up to the amount that would be needed by the Subdivision. I also know that Lexington did not intend to convey water rights to the Association in subsequent deeds because Lexington had determined that the quantity of water rights conveyed to the Association in the first six deeds was likely sufficient to meet the Subdivision's irrigation needs at full build-out.

7. In 2001, after the Subdivision was fully built-out, Lexington commissioned my firm, Roylance and Associates, PA, to conduct another irrigation study, this time to assess the number of irrigable acres within the Subdivision ("2001 Irrigable Acre Study"). A true and

correct copy of the 2001 Irrigable Acre Study is attached hereto as Exhibit E. Lexington commissioned the 2001 Irrigable Acre Study so it could determine whether it had in fact conveyed sufficient water rights to the Association to meet the Subdivision's irrigation needs at full build-out. The 2001 Irrigable Acre Study concluded that the Subdivision contains 176.95 irrigable acres. Based on the 1991 Irrigation Demand Study's conclusion that each irrigable acre in the Subdivision would require 0.65 inches of water, Lexington concluded that it had indeed conveyed more than sufficient water rights to the Subdivision to meet its irrigation needs. (176.95 acres x 0.65 inches = 115.0175 inches (2.30035 cfs) needed; Lexington conveyed 2.4512 cfs (2.388 cfs of "Jacobs Water" and 0.0632 cfs of other water rights))

8. Lexington has offered to split the cost of installing flow metering equipment on the Subdivision's irrigation system as another means of assessing whether Lexington conveyed sufficient water rights to the Association, and with the further intent that the Association would ultimately own such equipment for its ongoing water measurement needs. The Association, however, has rejected Lexington's offers in this regard.

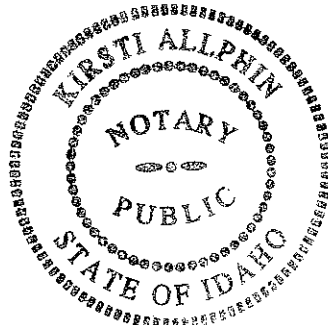
DATED this 26 day of March, 2007.

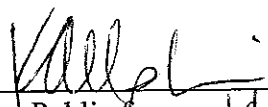


David H. Roylance

SUBSCRIBED AND SWORN TO before me this 26 day of March, 2007.

[seal]





Notary Public for Idaho
Residing at Nampa, ID
My commission expires 6-15-10

CERTIFICATE OF SERVICE

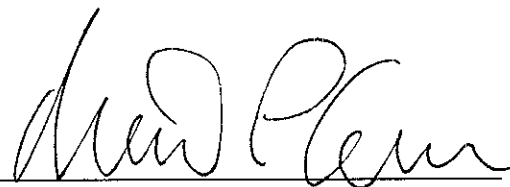
I certify that a true and correct copy of the foregoing document was mailed on March 26TH, 2007, with sufficient first-class postage to the following:

Lexington Hills Homeowners Association
2354 N. Stonecrest Place
Eagle, ID 83616
Phone: 208-364-8624

Lexington Hills Homeowners
John K. Simpson
1010 W. Jefferson Street, Ste. 102
PO Box 2139
Boise, Idaho 83701-2139
Phone: 208-336-0700

Director of IDWR
PO Box 83720
Boise, Idaho 83720-0098

By:



Michael P. Lawrence

93049



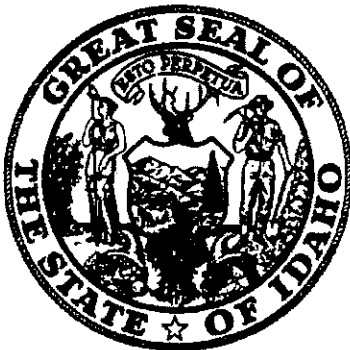
CERTIFICATE OF INCORPORATION
OF

FLOATING FEATHER HILLS, INC.

I, PETE T. CENARRUSA, Secretary of State of the State of Idaho, hereby certify that duplicate originals of Articles of Incorporation for the incorporation of the above named corporation, duly signed pursuant to the provisions of the Idaho Business Corporation Act, have been received in this office and are found to conform to law

ACCORDINGLY and by virtue of the authority vested in me by law, I issue this Certificate of Incorporation and attach hereto a duplicate original of the Articles of Incorporation

Dated: August 13, 1990



Pete T. Cenarrusa

SECRETARY OF STATE

by: *Elizabeth J. Asala*

ARTICLES OF INCORPORATION
OF
FLOATING FEATHER HILLS, INC.

13 3
SECRETARY OF STATE

The undersigned hereby establishes a Corporation pursuant to the Idaho Business Corporation Act, as amended ("the Act"), and adopts the following Articles of Incorporation.

FIRST: The name of the Corporation is FLOATING FEATHER HILLS, INC.

SECOND: The Corporation shall have perpetual existence.

THIRD: (a) The purposes for which this Corporation is organized are:

(i) To transact business with respect to developing and subdividing real estate, and

(ii) To transact any and all lawful business for which Corporations may be incorporated under the Act.

(b) The Corporation shall have and may exercise all of the rights, powers, and privileges now or hereafter conferred upon Corporations organized under the Act and may do everything necessary, suitable or proper to accomplish any of its corporate purposes.

FOURTH: (a) The aggregate number of shares that the Corporation shall have authority to issue is 1,000,000 shares of common stock without par value.

(b) Each shareholder of record shall be entitled to one vote for each share of stock outstanding in his name on the books of the Corporation, except that cumulative voting shall be allowed in the election of directors.

(c) At all meetings of shareholders, a majority of the shares entitled to vote at such meeting, represented in person or by proxy, shall constitute a quorum; and at any meeting at which a quorum is present the affirmative vote of a majority of the shares represented at such meeting and entitled to vote on the subject matter shall be the act of the shareholders, unless the vote of a greater proportion or number is required by the Act.

(d) No shareholder of the Corporation shall have any pre-emptive rights.

(e) The Corporation shall have the right to purchase its own shares to the extent of unreserved and unrestricted earned or capital surplus, provided the Corporation is solvent and when such redemption or purchase would not render it insolvent or reduce the net assets below the aggregate amount payable to the holders of shares having prior or equal rights to the assets of the Corporation upon involuntary dissolution.

(f) The board of directors may from time to time distribute to the shareholders in partial liquidation, out of capital surplus of the Corporation, a portion of its assets, in cash or property, subject to the limitations contained in the Act.

FIFTH: The Corporation shall have the right to indemnify any person to the fullest extent allowed by the Act, except as limited by the By-laws of the Corporation from time to time in effect.

SIXTH: The initial board of directors shall consist of five directors. The number of directors may be increased or decreased from time to time as provided in the By-laws; provided, the names and addresses of the persons who are to serve as directors until the first annual meeting of shareholders or until their successors are elected and have qualified are:

Duane H. Stueckle	200 Parkway Drive Boise, Idaho 83706
Dennis J. Whitmore	4835 Lake Park Place Boise, Idaho 83703
Bryce Peterson	2049 White Pine Lane Boise, Idaho 83706
Dave Roylance	285 North First Eagle, Idaho 83616
Harvey Neef	2629 Hillway Drive Boise, Idaho 83702

SEVENTH: The address of the initial registered office of the Corporation is 3361 South Sutton Avenue, Boise, Idaho 83706. The name of the initial registered agent at such address is Bryce Peterson.

EIGHTH: A director of this Corporation shall not be liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except this provision shall not eliminate or limit the liability of a director:

a. For any breach of the director's duty of loyalty to the Corporation or its stockholders.

b. For acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law.

c. Provided for under section 30-1-48, Idaho Code.

d. For any transaction from which the director derived an improper personal benefit.

NINTH: Neither a director, shareholder nor an officer of this corporation shall be liable to the corporation or any of its shareholders as a result of:

a. Participating in any land development project in competition with the business of this corporation as a developer, a principal thereof, or an an investor or lender therein which project is outside of a five mile radius of the center point of the initial property purchased by this corporation.

b. Participating in such person's normal personal service business activities or acting solely as a subcontractor in or for any project which may be in competition with the business of this corporation, so long as such activity is not in a controlling position of such project.

TENTH: The name and address of the incorporator is as follows:

John R. Hansen, Jr.
350 North Ninth, Suite 300
Boise, Idaho 83702

IN WITNESS WHEREOF:

Dated: August 13, 1990


JOHN R. HANSEN, JR.,

93049



Department of State.

**CERTIFICATE OF AMENDMENT
OF**

FLOATING FEATHER HILLS, INC.

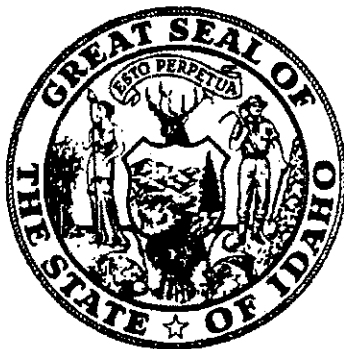
I PETE T CENARRUSA, Secretary of State of the State of Idaho hereby certify that
duplicate originals of Articles of Amendment to the Articles of Incorporation of _____

LEXINGTON HILLS, INC.

duly signed and verified pursuant to the provisions of the Idaho Business Corporation Act, have
been received in this office and are found to conform to law.

ACCORDINGLY and by virtue of the authority vested in me by law, I issue this Certificate of
Amendment to the Articles of Incorporation and attach hereto a duplicate original of the Articles
of Amendment.

Dated August 28 19 91



Pete T. Cenarrusa

SECRETARY OF STATE

[Signature]
Corporation Clerk

AUG 28 4 30 PM '91
ARTICLES OF AMENDMENT
OF SECRETARY OF STATE
FLOATING FEATHER HILLS, INC.

The undersigned, as President and Secretary of the Board of Directors of FLOATING FEATHER HILLS, Inc., pursuant to Idaho Code Section 30-1-58, do hereby set forth the following Articles of Amendment to the Articles of Incorporation dated August 13, 1990, as follows:

(a) That the Amendments so adopted are:

ARTICLE I: The name of the Corporation is LEXINGTON HILLS, INC.

(b) That the adoption of the Amendments by the Shareholders was made on August 1, 1991.

(c) That 15,000 shares were entitled to vote on this amendment, and 15,000 votes were cast in favor of the amendment and zero against.

FLOATING FEATHER HILLS, INC.

By:


Bryce L. Peterson, President

ATTEST:


Duane H. Speckie, Secretary

STATE OF IDAHO)

County of Ada)

: ss

I, Georgia Mackley, a notary public, do hereby certify that on this day of August, 1991, personally appeared before me BRYCE PETERSON and DUANE H. STUECKE, who, by me being first duly sworn, declared that they are the President and Secretary, respectively, of FLOATING FEATHER HILLS, Inc., that they signed the foregoing document as President and Secretary of the corporation, and that the statements therein contained are true.

(Notarial Seal)

Georgia Mackley
Notary Public for Idaho
Residing at: Boise, Id
My Commission Expires: 6/20/94

State of Idaho

Department of State

CERTIFICATE OF INCORPORATION OF

LEXINGTON HILLS HOMEOWNERS' ASSOCIATION, INC.

I, PETE T. CENARRUSA, Secretary of State of the State of Idaho, hereby certify that duplicate originals of Articles of Incorporation for the incorporation of LEXINGTON HILLS HOMEOWNERS' ASSOCIATION, INC. duly signed pursuant to the provisions of the Idaho Nonprofit Corporation Act, have been received in this office and are found to conform to law.

ACCORDINGLY and by virtue of the authority vested in me by law, I issue this Certificate of Incorporation and attach hereto a duplicate original of the Articles of Incorporation.

Dated: February 28, 1992



Pete T. Cenarrusa
SECRETARY OF STATE

By *Angie Hake*

EXHIBIT

B

FEB 28 3 53 PM '92
SECRETARY OF STATE

ARTICLES OF INCORPORATION
OF
LEXINGTON HILLS
HOMEOWNERS' ASSOCIATION, INC.
A Nonprofit Corporation

In compliance with the requirements of Title 30, Chapter 3, Idaho Code, the undersigned, all of whom are residents of Ada County, State of Idaho, and all of whom are of majority age, have this day voluntarily associated themselves together for the purpose of forming a corporation not for profit and do hereby certify:

ARTICLE I

The name of the this corporation is LEXINGTON HILLS HOMEOWNERS' ASSOCIATION, INC., hereinafter called the "Association."

ARTICLE II

The principal office of the Association is located at 2417 Bank Drive, Suite 101, Boise, Idaho 83705.

ARTICLE III

Bryce L. Peterson, whose address is 2417 Bank Drive, Suite 101, Boise, Idaho 83705 is hereby appointed the initial registered agent of this Association.

ARTICLE IV

PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate financial gain or profit to the members thereof. The purposes of the Association are to provide for the maintenance, preservation, architectural control, and aesthetic enhancement of the residence lots and the Common Area and Common Facilities within that certain tract of property described in the attached Exhibit "A," hereinafter referred to as the "Property," and to promote the health, safety, and welfare of the residents within the above-described Property and any additions thereto as may hereafter be brought within the jurisdiction of the Association. The Association shall be empowered to:

(a) Exercise all the powers and privileges and to perform all the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions, Restrictions, and Easements, hereinafter called the "Declaration," applicable to the Property and recorded, or to be recorded, in the Recorder's Office of Ada County, and as the same may be amended and supplemented from time to time as therein provided, said Declaration being incorporated herein as if set forth in full;

(b) Fix, levy, collect, and enforce payment by any lawful means all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes, or governmental charges levied or imposed against the Property of the Association; unpaid assessments shall constitute a lien upon the property against which the assessment has been levied;

(c) Acquire (by gift, purchase, or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use, or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) Borrow money and, with the assent of two-thirds (2/3) of each class of members, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) Dedicate, sell, or transfer all or any part of the Common Area or Common Facilities to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members, provided that no such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of each class of members, agreeing to such dedication, sale, or transfer;

(f) Participate in mergers and consolidations with other nonprofit corporations organized for the same purposes, provided that any such merger or consolidation shall have the assent of two-thirds (2/3) of each class of members; and,

(g) Have and exercise any and all powers, rights, and privileges which a corporation organized under the Idaho Nonprofit Corporation Act by law may now or hereafter have or exercise.

ARTICLE V

MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any lot which is subject to the Declaration, including contract sellers (the "Owners"), shall be a member of the Association. The foregoing shall not include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to the Declaration.

ARTICLE VI

VOTING RIGHTS

The Association shall have two (2) classes of voting membership, as follows:

Class A. Class A members shall be all Owners, with the exception of the Declarant (as "Declarant" is defined in the Declaration), and shall be entitled to one (1) vote for each lot owned. When more than one (1) person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any lot.

Class B. The Class B member shall be the Declarant (as defined in the Declaration) and shall be entitled to three (3) votes for each lot owned. Class B membership shall cease and be converted to Class A membership at such time as the total votes outstanding in the Class A membership equals or exceeds the total votes outstanding in the Class B membership, or on January 15, 2012, whichever is later. Voting rights with respect to lots in expanded property shall be determined by the Declaration.

ARTICLE VII

BOARD OF DIRECTORS

The affairs of this Association shall be managed initially by a board of five (5) directors, until the first annual meeting of the members. Directors need not be members of the Association. The number of directors may be changed by amendment of the Bylaws of the Association. The names and addresses of the persons who are to act in the capacity of directors until the selection of their successors are:

<u>NAME</u>	<u>ADDRESS</u>
Bryce L. Peterson	2417 Bank Drive, Suite 101 Boise, Idaho 83705
Duane H. Stueckle	200 Parkway Drive Boise, Idaho 83703
Dennis J. Whitmore	3319 Dewey Street Boise, Idaho 83703
Bert Bradley	P.O. Box 8042 Boise, Idaho 83707
Dave Roylance	4619 Emerald, Suite D2 Boise, Idaho 83706

At the first annual meeting, the members shall elect one director for a term of one (1) year, two directors for a term of two (2) years, and two directors for a term of three (3) years. At each annual meeting thereafter, the members shall elect directors to replace those whose terms have expired, and each director so elected shall be elected for a term of three (3) years.

ARTICLE VIII

DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than one hundred percent (100%) of each class of members. Upon the dissolution of the Association, the Board of Directors shall, after paying or making provision for the payment of all of the liabilities of the Association, dispose of all of the assets of the Association exclusively for the purposes of the Association in such manner, or to such organization or organizations organized and operated exclusively for charitable, educational, religious, or scientific purposes,

as shall at the time qualify as an exempt organization or organizations under the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue Code), as the Board of Directors shall determine. Any such assets not so disposed of shall be disposed of by the District Court of the Fourth Judicial District of the State of Idaho, in and for Ada County, exclusively for such purposes or to such organization or organizations as said court shall determine, which are organized and operated exclusively for such purposes.

ARTICLE IX

NONPROFIT LIMITATIONS

No part of the net earnings of the Association shall inure to the benefit of, or be distributable to, its members, directors, officers, or other private persons, except that the Association shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purpose set forth in Article IV hereof. No substantial part of the activities of the Association shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Association shall not participate in, or intervene in (including the publishing or distribution of statements), any political campaign on behalf of any candidate for public office. Notwithstanding any other provision of these Articles, the Association shall not carry on any other activities not permitted to be carried on by a corporation exempt from Federal income tax under Section 501(c)(4) of the Internal Revenue Code of 1954 (or the corresponding provisions of any future United States Internal Revenue Code).

ARTICLE X

DURATION

The corporation shall exist perpetually.

ARTICLE XI.

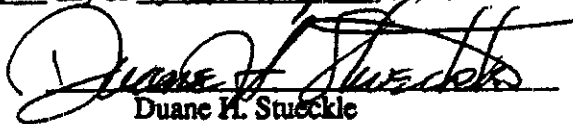
As long as there shall be a Class B membership, HUD/VA must approve the annexation of additional property, mergers and consolidations, mortgaging or dedication of the Common Area or Common Facilities, dissolution and amendment of the Articles of Incorporation.

ARTICLE XII

AMENDMENTS

Amendment of these Articles shall require the assent of two-thirds (2/3) of the entire membership then existing.

IN WITNESS WHEREOF, for the purposes of forming this corporation under the laws of the State of Idaho, we, the undersigned, constituting the incorporators of this Association, have executed these Articles of Incorporation this 26th day of February, 1992.



Duane H. Stueckle
200 Parkway Drive
Boise, Idaho 83703



Dennis J. Whitmore

3319 Dewey Street
Boise, Idaho 83703

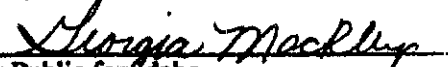
STATE OF IDAHO

County of Ada

)
) ss.
)

On this 26th day of February, 1992, before me, Georgia Mackley, the undersigned, a Notary Public in and for said state, personally appeared Duane H. Stueckle, known to me to be the incorporator of the corporation who executed the instrument or the person who executed the instrument on behalf of the corporation and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.


Notary Public for Idaho
Residing at: Boise, ID
My Commission Expires: 6/20/94

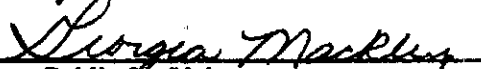
STATE OF IDAHO

County of Ada

)
) ss.
)

On this 26th day of February, 1992, before me, Georgia Mackley, the undersigned, a Notary Public in and for said state, personally appeared Dennis J. Whitmore, known to me to be the incorporator of the corporation who executed the instrument or the person who executed the instrument on behalf of the corporation and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.


Notary Public for Idaho
Residing at: Boise, ID
My Commission Expires: 6/20/94

ARTICLES OF INCORPORATION - 5

The South 1/2 of the Northeast 1/4, Southeast 1/4 of the Northwest 1/4, the Southwest 1/4, and the Southeast 1/4 of Section 3, in Township 4 North, Range 1 East, Boise Meridian, Ada County, Idaho.

EXCEPT all that portion of the Southeast 1/4 of the Northeast 1/4 and the Northeast 1/4 of the Southeast 1/4 of Section 3, Township 4 North, Range 1 East, Boise Meridian lying Easterly of the East line of that certain highway known as the Boise-Horseshoe Bend Highway Survey on file in the office of the Department of Public Works of the State of Idaho.

ALSO EXCEPT that portion of the Southeast 1/4 of the Southeast 1/4 lying East of Horseshoe Bend Highway, Section 3, Township 4 North, Range 1 East, Boise Meridian, Ada County, Idaho.

ALSO EXCEPT a parcel of land situate in the East one-half of Section 3, Township 4 North, Range 1 East, Boise Meridian, Ada County, Idaho, being more particularly described as follows:

COMMENCING at the Section corner common to Sections 2, 3, 10, 11, Township 4 North, Range 1 East, Boise Meridian; thence

South 89°53'17" West, 2,276.14 feet along the Section line common to said Section 3 and 10 to the REAL POINT OF BEGINNING; thence

North 00°47'30" West, 2,616.95 feet; thence

North 89°53'17" East, 1,511.68 feet along a line parallel to the Southerly boundary of said Section 3 to the Southwesterly right-of-way of Idaho State Highway 55; thence

South 18°06'46" East 2,151.15 feet along the Southwesterly right-of-way of Idaho State Highway 55; thence 580.50 feet along a curve deflecting to the right, with a radius of 1,865.20 feet, a central angle of 17°49'55" a long chord of 578.16 feet and a long chord bearing of South 09°11'49" East, along the Southwesterly right-of-way of Idaho State Highway 55 to the Southerly boundary of said Section 3; thence

South 89°53'17" West, 2,236.70 feet along the Southerly boundary of said Section 3 to the REAL POINT OF BEGINNING.

BYLAWS
OF
LEXINGTON HILLS HOMEOWNERS' ASSOCIATION, INC.

ARTICLE I
APPLICATION AND DEFINITIONS

These Bylaws are adopted pursuant to Title 30, Chapter 3 of the Idaho Code, for the governance of the Lexington Hills Homeowners' Association, Inc. (the "Association"). Unless otherwise specifically defined herein, the words, terms and phrases herein shall have the same meaning as set forth in the Declaration of Covenants, Conditions, Restrictions and Easements for Lexington Hills Subdivision, recorded as Instrument No. 9209714, records of Ada County, Idaho (hereinafter, the "Declaration").

ARTICLE II
NAME AND PRINCIPAL OFFICE

The name of the corporation is Lexington Hills Homeowners' Association, Inc., hereinafter referred to as the "Association." The principal office of the corporation shall be located at Boise, Idaho, but meetings of Members and directors may be held at such places within the State of Idaho, County of Ada, as may be designated by the Board of Directors.

ARTICLE III
MEETING OF MEMBERS

Section 1 – Annual Meetings: The first annual meeting of the Members shall be held within one (1) year from the date of incorporation of the Association on a day and at a time and place established by the Board of Directors. Each subsequent regular annual meeting of the Members shall be held on such day of the same month in which the first annual meeting was held, as may be fixed by the Board of Directors or the President. The annual meeting shall not be scheduled on a legal holiday. Such annual meeting shall be held for the purpose of electing directors and for the transaction of such other business as may lawfully come before the meeting.

Section 2 – Special Meetings: Special meetings of the Members may be called at any time by the president or by any three (3) members of the Board of Directors, or upon written request of the Members who are entitled to vote one-fourth (1/4) of all the votes of the Class A membership.

Section 3 – Notice of Meetings: Written notice of each meeting of the Members, other than a meeting for the purpose of taking action authorized under Paragraphs 9.6 or 9.7 of the Declaration, shall be given by, or at the direction of the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, not less than fifteen (15) days before



such meeting to each Member entitled to vote thereat, addressed to the Member's last address appearing on the books of the Association, or supplied in writing by such Member to the Association for the purpose of notice. Such notice shall specify the place, day, and hour of meeting, and, in the case of a special meeting, the purpose of the meeting. Notice of a meeting called for the purpose of taking action authorized under Paragraph 9.6 or 9.7 of the Declaration shall be given in the time and manner set forth in Paragraph 9.8 of the Declaration.

Section 4 – Quorum: The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting.

A quorum for the purpose of taking action authorized under paragraphs 9.6 or 9.7 of the Declaration, shall be as provided for in Paragraph 9.8 of the Declaration.

Section 5 – Proxies: At all meetings of the Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot.

ARTICLE IV

BOARD OF DIRECTORS, SELECTION, TERM OF OFFICE

Section 1 – Number: The affairs of this Corporation shall be managed by a Board of five (5) directors. Directors need not be Members of the Association. The number of directors may be changed by amendment of this Section of the Bylaws.

Section 2 – Term of Office: The initial five directors shall serve until the first annual meeting of the members. At the first annual meeting, the members shall elect one director for a term of one (1) year, two directors for a term of two (2) years, and two directors for a term of three (3) years. At each annual meeting thereafter, the members shall elect directors sufficient in number to fill all vacancies for a term of three (3) years.

Section 3 – Removal and Vacancy: Any director elected by the Members or appointed by elected directors may be removed from the board, with or without cause, by a vote of two-thirds (2/3) of the Members of the Association. In the event of a death, resignation or removal of a director or a vacancy on the Board for any reason, his successor shall be selected by the remaining Members of the Board and shall serve for the unexpired term of his predecessor.

Section 4 – Compensation: Directors shall receive no compensation for any services they may render. However, any director may be reimbursed for actual expenses incurred in the performance of his duties.

Section 5 – Action Taken Without a Meeting: The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining written approval of such action by all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 1 – Nomination: Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a Member of the Board of Directors, and two or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled.

Section 2 – Election: Election to the Board of Directors shall be by secret written ballot. At such election, the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI

MEETINGS OF DIRECTORS

Section 1 – Regular Meetings: Regular meetings of the Board of Directors shall be held without notice, at such place, intervals, date and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday. Should the Board fail to provide for the time, place and date of regular meetings, then notice of such meetings shall be given in writing to each director not less than three (3) days in advance of such meeting.

Section 2 – Special Meetings: Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any three (3) directors, after not less than three (3) days notice to each director.

Section 3 – Quorum: A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1 – Powers: The Board of Directors shall have power to:

(a) Adopt and publish rules and regulations governing the use and maintenance of the Common Area and Common Facilities, and the personal conduct of the Members, their guests thereon, and invitees, and to establish penalties for the infraction thereof; which rules and regulations shall not be inconsistent with any provision of the Declaration.

(b) Suspend the voting rights and the rights to use the recreational and other Common Facilities by any Member or Owner for any period during which such Member or Owner is delinquent in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing for a period not to exceed sixty (60) days for any other infraction of any published rule or regulation of the Association.

(c) Exercise for the Association all powers, duties, and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration.

(d) Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors.

(e) Employ a manager, an independent contractor, or such other employees as they deem necessary, and prescribe their duties.

Section 2 – Rules: It shall be the duty of the Board of Directors to:

(a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A Members who are entitled to vote.

(b) Supervise all officers, agents, and employees of this Association, and to see that their duties are properly performed.

(c) As more fully provided in the Declaration, to:

(i) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period.

(ii) cause written notice of each assessment to be sent to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period, and

(iii) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date, or bring an action at law against the Owner personally obligated to pay the same, (provided that such notice as is required by the Declaration, the Articles of Incorporation of the Association, or the laws of the State of Idaho has been given).

(d) Issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment.

(e) Procure and maintain adequate liability and hazard insurance on property owned by the Association.

(f) Cause all officers or employees having fiscal responsibilities to be bonded, or insured, as it may deem appropriate.

(g) Cause the Common Area and Common Facilities to be operated and maintained.

(h) Cause the Owners of the Lots to maintain the exterior of the dwellings and the yards around the dwellings, in a clean, safe and attractive manner, and in compliance with the Declaration.

(i) Generally to enforce all provisions of the Declaration as they may apply to Owners of Lots and the use and maintenance thereof.

(j) The Board of Directors shall bear the right and responsibility to enforce the provisions of the Declaration with respect to the rights and privileges of the Association and each Member thereof. The provisions of this paragraph do not impair the rights of any individual Member to enforce the provisions of the Declaration with respect to such Member.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1 – Enumeration of Offices: The officers of this Association shall be a president, who shall at all times be a member of the Board of Directors, a vice president, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2 – Election of Officers: The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

Section 3 – Term: The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year and until a successor is appointed, unless he shall sooner resign, or shall be removed, or otherwise be disqualified to serve.

Section 4 – Special Appointments: The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may from time to time determine.

Section 5 – Resignation and Removal: Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the president, or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein. Unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6 – Vacancies: A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer so replaced.

Section 7 – Multiple Offices: The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8 – Duties: The duties of the officers are as follows:

(a) President: The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds, and other written instruments and shall co-sign all checks and promissory notes.

(b) Vice President: In the absence of the president, the vice president shall perform the duties of the president, and when so acting shall have the powers of the president. The vice president shall perform such other duties as may be required of him by the Board.

(c) Secretary: The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; shall keep the corporate seal of the Association, and affix it on all papers requiring said seal; shall serve notice of meetings of the Board and of the Members; shall keep appropriate current records showing the Members of the Association together with their addresses; and shall perform such other duties as may be required by the Board.

(d) Treasurer: The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; shall keep proper books of account; shall cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the Members.

ARTICLE IX

COMMITTEES

The Board of Directors shall appoint an Architectural Control Committee, as provided in the Declaration (subject to the provision of Article X of the Declaration that, initially, such committee shall be appointed by Declarant), and a Nominating Committee, as provided in these Bylaws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purposes.

ARTICLE X

BOOKS AND RECORDS

The books, records, and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, the Articles of Incorporation, and the Bylaws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XI

ASSESSMENTS

Section 1: As more fully provided in the Declaration, each Member is obligated to pay to the Association annual and special assessments, which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the due date at the rate of two percent (2%) per month or twenty-four percent (24%) per annum, or at such other rate as the Board of Directors may determine at the time of fixing the assessment amount. The Association may 1) bring an action at law against the Owner and the Owner shall be personally obligated to pay such delinquent assessments and interest thereon; 2) foreclose the lien against the property to satisfy the said obligations; and 3) use the enforcement procedures of Article VII Section 1(b) and Section 2(c)(iii) of these Bylaws. Interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by failure to use the Common Area or Common Facilities or by the abandonment of his Lot or dwelling unit.

Section 2: Improvements, repairs and maintenance of laterals and the irrigation distribution system shall be under the direction of the Board of Directors of this association. Such improvements, repair and maintenance shall be done according to the rules, regulations and laws then prevailing in the State of Idaho. The cost to each Lot of improvements, repairs and maintenance shall be limited to \$500.00 per season unless otherwise approved by members of the association. All improvements shall be subject to the approval of the membership.

Section 3: The Board of Directors may annually retain the services of a professional organization, credit bureau, governmental agency, attorney, accountant, or other disinterested party or entity for the purpose of giving notice and collecting the annual or other assessments as may be levied from time to time by the Board of Directors. Compensation for giving such notice and collecting such dues or assessments shall be proportionate to the amount of the dues or assessments collected together with legal fees and costs incurred as a part of such collection activity. Such appointed agent is hereby authorized and empowered to use all remedies available to the Board of Directors of the Association to assist in the collection of the annual dues and other assessments excepting the suspension of membership rights and irrigation water rights.

ARTICLE XII

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: Lexington Hills Homeowners' Association, Inc.

ARTICLE XIII

AMENDMENTS

Section 1: These Bylaws may be amended, at a regular or special meeting of the Members, by a majority vote of the members present in person or by proxy. Provided, however, that so long as there is a Class B membership, HUD/VA has the right to veto amendments to the Bylaws.

Section 2: In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control. In the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

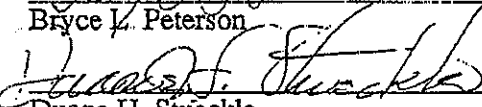
ARTICLE XIV

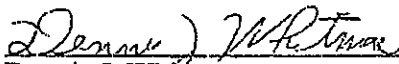
MISCELLANEOUS

Section 1 - Fiscal Year: The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year except that the first fiscal year shall begin on the date of incorporation.

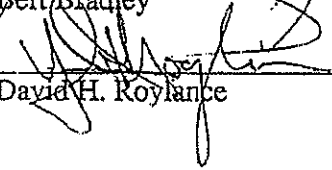
IN WITNESS WHEREOF, We, being all of the directors of the Lexington Hills Homeowners' Association, Inc., have hereunto set our hands this 8th day of April, 1992.


Bryce L. Peterson


Duane H. Stueckle


Dennis J. Whitmore


Bert Bradley


David H. Roylance

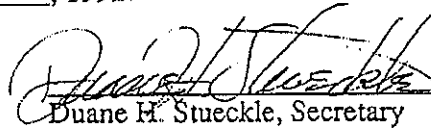
CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting secretary of the Lexington Hills Homeowners' Association, Inc., an Idaho corporation, and

THAT the foregoing Bylaws constitute the original Bylaws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the 8th day of April, 1992.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 8th day of April, 1992.


Duane H. Stueckle, Secretary

PROPOSAL TO AMEND BYLAW "ARTICLE IV BOARD OF DIRECTORS, SECTION,
TERM OF OFFICE - SECTION1 - NUMBER" TO INCREASE BOARD OF
DIRECTORS FROM FIVE DIRECTORS TO SEVEN DIRECTORS

PER "ARTICLE XII - AMENDMENTS - Section 1." These Bylaws may be amended, at a regular or special meeting of the Members, by a majority vote of the members present in person or by proxy. Provided, however, that so long as there is a Class B membership, HUD/VA has the right to veto amendments to the Bylaws.

CURRENTLY READS:

The affairs of this Corporation shall be managed by a Board of five (5) directors. Directors need not be Members of the Association. The number of directors may be changed by amendment of this Section of the Bylaws.

PROPOSED AMENDMENT:

The affairs of this Corporation shall be managed by a Board of seven (7) directors. Directors need not be Members of the Association. The number of directors may be changed by amendment of this Section of the Bylaws.

Passed 5/12/94

NOVEMBER 17, 1991
PROJECT NUMBER 9003-997

**PRESSURIZED IRRIGATION SYSTEM DEMANDS AND SCHEDULING
LEXINGTON HILLS
EAGLE, IDAHO**

DEVELOPER

**LEXINGTON HILLS INC.
1815 STONYBROOK
EAGLE, ID 83616
(208) 939-6000**

ENGINEER

**ROYLANCE AND ASSOCIATES, PA
4619 EMERALD SUITE D-2 BOISE IDAHO 83706
AC 208 336-7390 FAX AC 208 336-7391**

EXHIBIT

tabbles

D

LANDSCAPE IRRIGATION DEMANDS
AND SCHEDULING FOR LEXINGTON HILLS
DEVELOPMENT AT EAGLE, IDAHO

PREPARED BY:

E. LEE BEAN
IRRIGATION BY DESIGN

WATER SUPPLY

The project area of 272 acres has existing water rights from the Farmers Union Canal in the amount of 209.4 minors inches. This flow is being used to irrigate farm crops. An existing 50 HP, short-coupled turbine pump located in the canal at the NW corner of the property lifts water into a holding pond, also located at the NW property corner. Existing farm crops are irrigated by flood and sprinkler methods. A second pump station is used to operate the sprinkler system. Except for drought years, irrigation water is available from April 15th to October 15th.

PROPOSED USE OF CANAL WATER FOR PROJECT

A pump station located at a holding pond near the south boundary of the property will provide the flow necessary to irrigate the following areas: "A" lots, "B" lots, "C" lots, "D" lots, school grounds and park (open space areas). Turf irrigation demands are calculated from evapotranspiration data and shown following.

HISTORICAL ET FOR LAWNS--BOISE VALLEY

(Source: Rainfall--Evapotranspiration Data
published by The Toro Company--1966)

Month	Average Daily ET	ET @ 70% Irr. Eff.	Gal/Ac/Day
April	.075 inches	0.107 inches	2905
May	.124 "	0.177 "	4806
June	.169 "	0.241 "	6544
July	.224 "	0.320 "	8689
Aug	.190 "	0.271 "	7358
Sept	.118 "	0.169 "	4589
Oct	.060 "	.086 "	2335

The estimated acreage to irrigate for each area is as follows:

"A" lots @ 0.75 acres each x 34	= 25.5
"B" lots @ 0.5 " " x 112	= 56.0
"C" lots @ 0.2 " " x 157	= 31.4
"D" lots @ 0.1 " " x 101	= 10.1
School - 8.0 " "	= 8.0
Parks - 30.0 " "	= 30.0
	<u>161</u>

Assuming all areas will eventually have automatically controlled sprinkling systems, the pumping station and mainlines should be sized for only nighttime irrigation. Therefore, demands are calculated as follows:

A lots average 0.75 acres to irrigate 34 lots, divide into odd and even with irrigation limited to 12 MN to 8 AM every other day.

Flow allowed = 30 GPM

Peak demand = $.75 \times 8689 \times 2 = 13,033.5$ gal/irr

Time = $13,033.5 \div 30 = 434.45$ min

= $7\frac{1}{2}$ hrs/irrigation

Total flow = $17 \times 30 = 510$ GPM

Total demand = $510 \times 7.25 \times 60 = 130,050$ gal/day

B lots average .5 acres to irrigate 112 lots, divide into odd and even with irrigation limited to 12 MN to 8 AM every other day.

Flow allowed = 20 GPM

Peak demand = $.5 \times 8689 \times 2 = 8689$ gal/irr

Time = $8689 \div 20 = 434.45$ min

= $7\frac{1}{4}$ hrs/irrigation

Total flow = $56 \times 20 = 1120$ GPM

Total demand = $1120 \times 7.25 \times 60 = 487,200$ gal/day

C lots average .2 acres to irrigate 157 units, divide into four groups with irrigation 12 MN to 4 AM odd nights, 4 AM to 8 AM odd nights, 12 MN to 4 AM even nights and 4 AM to 8 AM even nights.

Flow allowed = 15 GPM

Peak demand = $0.2 \times 8689 \times 2 = 3,475.6$ gal/irr

Time = $3,475.6 \div 15 = 231.7$ min

= about 4 hrs.

Total flow = $40 \times 15 = 600$ GPM

Total demand = $600 \times 4 \times 60 = 144,000$ gal/day

D lots average 0.1 acre to irrigate 101 units, divide into four groups, with irrigation 12 MN to 4 AM odd nights, 4 AM to 8 AM odd nights, 12 MN to 4 AM even nights and 4 AM to 8 AM even nights.

Flow allowed = 10 GPM

Peak demand = $.1 \times 8689 \times 2 = 1,737.8$ gal/irr

Time = $1,737.8 \div 10 = 173.78$ min

= about 3 hrs/irrigation

Total flow = $25 \times 10 = 250$ GPM

Total demand = 250

School - 10 acres -- estimate 8 ac. to irrigate. Irrigate

½ daily from 10 PM to 8 AM.

Peak demand = 4 ac x 8689 = 34,756 gal/day

10 hr x 60 = 600 min/day

Flow req'd = 34,756 ÷ 600 = 60 GPM

Total flow = 60 GPM

Total demand = 60 x 600 36,000 gal/day

Parks/open space - estimate 30 acres to irrigate. Irrigate

½ daily from 10 PM to 8 AM.

Peak demand = 15 x 8689 = 130,335 gal/day

10 hr x 60 = 600 min/day

Flow req'd = 130,335 ÷ 600 = 220 GPM

Total flow = 220 GPM

Total demand = 220 x 600 = 132,000 gal/day

Flows required

A lots 510 GPM 12 MN to 8 AM

B lots 1120 " " "

C lots 600 " " "

D lots 250 " " "

2480 GPM

School 60 GPM 10 PM to 8 AM

Park/open
space 220 " " "

280 GPM

Flows and HP Requirements

Total flow -- lots 2480 GPM

school 60 "

parks 220 "
2760 GPM

(Does not allow for cluster homes or expansion.)

$$\text{Total HP} = \frac{2760 \times 75 \times 2.31}{3960 \times .75} = 161 @ 75\% \text{ eff.}$$

$$\text{Flow } 10-12 = 280 \text{ GPM} \times 2 \times 60 = 33,600$$

$$12-8 = 2760 \times 8 \times 60 = 1,324,800$$

$$\underline{\underline{1,358,400 \text{ G/D}}}$$

Storage -- 1,358,400 G/D = 181,604 cu ft/D demand

Pond:

@ 10 ft. depth & 1.5 ac area = 653,400 cu ft = 3½ day supply
w/o losses

@ 5 ft. depth & 1.5 ac area = 326,700 cu ft = 1.8 day supply
w/o losses

$$\begin{aligned} \text{Water right} &= 206 \text{ minors inches flow} = 206 \times 9 = 1854 \text{ gallons/min} \\ &= 1854 \times 24 \times 60 = \underline{\underline{2,669,760 \text{ G/D}}} \end{aligned}$$

Need 50% of water right to irrigate the above proposed areas.

Pump -- 2800 GPM @ 75 PSI station

$$\text{HP} = \frac{2800 \times 180}{3960 \times .75} = 169.7$$

3 60 HP pumps -- one VFD

Pipe System

The pump station, mainline, loops to cul-de-sacs and service connections have been designed to supply the flows based on set irrigation schedules. Outlets to lots are located at points shown on plan.

Outlets for "A" lots to be 1½"

"B" " " " 1½"

"C" " " " 1"

"D" " " " ¾"

and 2" or more for school and parks.

One outlet to be used for adjoining lots since irrigation will be on alternate days. Install one ¾" hose bibb about 6" above ground for each lot on designated size riser. One drain valve and two gate valves to be installed for each outlet.

(Some type of warning should be placed on hose bibb outlet-- "nonpotable water" etc.)

Estimate (prepared 9/19/91)

150'	15"	PVC	Pipe	Gasket	CI 160	9.89	1,483.50
3,450'	12"	"	"	"	"	6.88	23,736.00
3,540'	10"	"	"	"	"	4.89	17,310.60
3,975'	8"	"	"	"	"	3.50	13,912.50
4,680'	6"	"	"	"	"	1.86	8,704.80
530'	4"	"	"	"	"	.99	524.70
19,725'	3"	"	"	SW	CI 16	.57	11,243.25
15,600'	2"	"	"	"	"	.2646	4,127.76
							<u>\$81,043.11</u>

228 service outlets

outlets to be 1½" for A lots -

1½" " B " -

1 " " C " - @ \$50 ea =

3/4" " D " - 11,400.00

and 2 " or more for parks/open areas

Pump station

70,000.00

\$162,443.11

Fittings, valves, drains (etc.)

17,556.89

ESTIMATED MATERIALS TOTAL

\$180,000.00

Irrigation Water Costs (Boise water rates)

at Lexington Hills for:

A lots, B lots, C lots, D lots, school and open areas.

34 "A" lots @ \$792.09	= \$ 26,931.06
112 "B" lots @ 528.06	= 59,142.72
157 "C" lots @ 249.95	= 39,242.15
101 "D" lots @ 154.22	= 15,576.22
School	= 9,733.87
Open area	= 23,718.40
Total Season	<u>\$179,344.42</u>

STATEMENT TO HOMEOWNERS

Nonpotable irrigation water is available for your landscaping from April 15 to October 15.

Your sprinkler irrigation system should be designed to use a maximum flow of: A 30 GPM

B 20 GPM

C 15 GPM

D 10 GPM

Irrigation water is available for your lot between:

- ☐ 1/E 12 MN and 8 AM on even nights for A size lots
- ☐ 1/O 12 MN and 8 AM on odd nights for A size lots
- ☐ 1/E 12 MN and 8 AM on even nights for B size lots
- ☐ 1/O 12 MN and 8 AM on odd nights for B size lots
- ☐ 1/E 12 MN and 4 AM on even nights for C size lots
- ☐ 2/E 4 AM and 8 AM on even nights for C size lots
- ☐ 1/O 12 MN and 4 AM on odd nights for C size lots
- ☐ 2/O 4 AM and 8 AM on odd nights for C size lots
- ☐ 1/E 12 MN and 4 AM on even nights for D size lots
- ☐ 1/O 4 AM and 8 AM on even nights for D size lots
- ☐ 2/E 12 MN and 4 AM on odd nights for D size lots
- ☐ 2/O 4 AM and 8 AM on odd nights for D size lots

If you do not have an automatically timed sprinkling system you may irrigate from 8 AM to 10 PM on the above scheduled days.

GENERAL INFORMATION

Lawn areas in Boise Valley require irrigation volumes based on rate-of-growth. Rate-of-growth is influenced by daylight hours, mean temperature, fertility of soil, plant types, etc.

Your sprinkling irrigation system must be designed to apply adequate water to sustain plant growth during peak demand (July) within your assigned irrigation schedule.

Irrigation is basically a means of replacing root-zone moisture used by the plant each time you irrigate. For example, if you irrigate every-other day, you must apply enough water to last two days, which is about 30% of what is needed for a one-week supply. Irrigation then is simply a method of replacing root-zone moisture because there has been no rainfall.

Irrigation requirements change during the season. The following information can be used as a guide.

Average daily demand for July in the Boise Valley is about 1/4 inch each day -- 1/2 inch every-other day schedule -- 3/4 inch for a three day schedule, etc. Each month will require irrigation in approximately these amounts:

April 33%, May 55%, June 75%, July 100%, August 85%, September 53% and October 27%.

Scheduling (or setting run times) for your system must not only be based on daily requirements, but on rate-of-application of the sprinklers on each zone. Also, there are variations due to shade and sun areas.

For example in July you need about a 1/2 inch of water every other day. If a sprinkler zone applies water at a rate of 1/2 inch per hour, you need to let the zone run one hour. Sprinklers being used can vary from about 0.2 inches per hour to 1.5 inches per hour application rate. If you need 1/2 inch and have a rate of 1.5 inches, run time would be 20 minutes.

The designer of your sprinkling system should provide you with the necessary information to allow you to properly schedule your irrigation run times on each zone for peak demand.

There are a few basic rules to follow when designing an irrigation system. Unfortunately many designers have not had adequate training and are therefore not able to provide you with an acceptable plan or have the knowledge to calculate precipitation rates, etc.

Some basic rules are:

- (1) Select and space sprinklers according to spray patterns to achieve even application over zone area.
- (2) Do not mix different type sprinklers on one zone.
- (3) Separate zones in sun areas from zones in shaded areas.
- (4) Separate zones for lawn area from shrub areas.
- (5) Use large enough pipe to provide flow needed without too much pressure loss.
- (6) Many types of sprinklers, valves, pipe and controllers are available, as well as variations in quality and cost. Only experience can be used to determine the right equipment for each application.

To help you understand the application rates of various sprinklers consider these two examples.

Sprinklers for larger areas spaced at 40 ft. apart using a 5 GPM nozzle has an application rate of 0.30 inches per hour. Average run time in July on an every-other day schedule will be 100 minutes or one hour and 40 minutes.

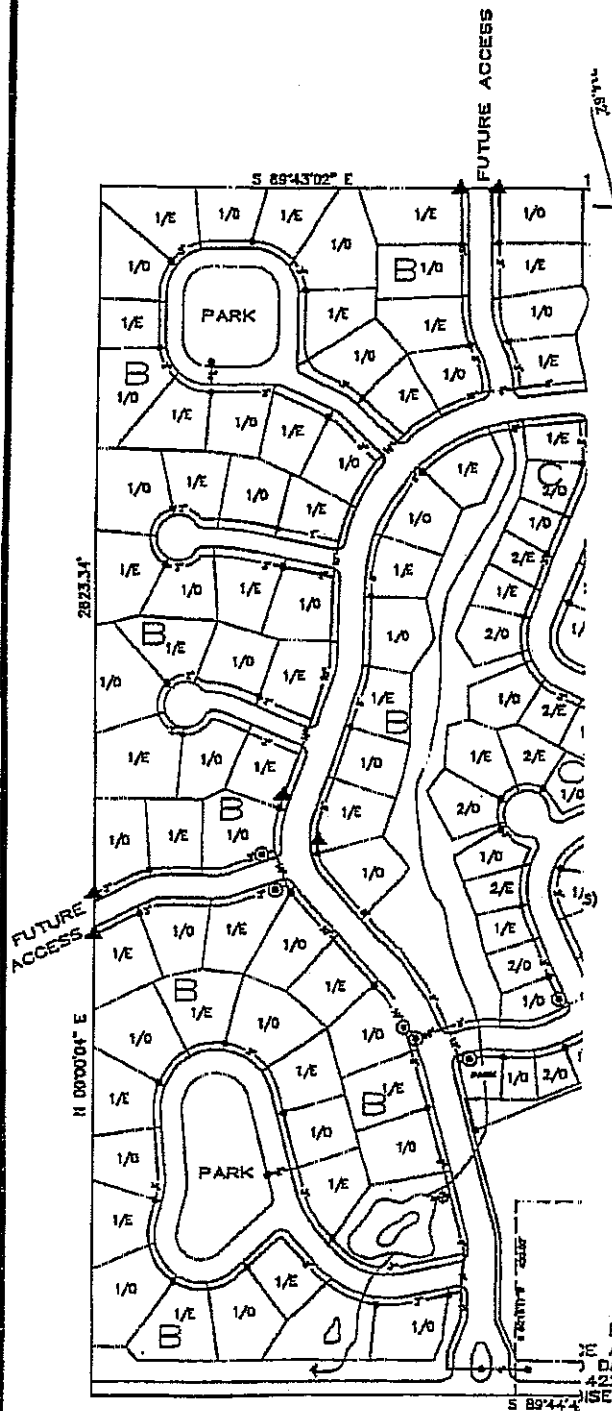
Sprinklers for small areas, spaced at 15 ft. apart, using a 4 GPM nozzle, have an application rate of: 1.7 inches per hour. Average run time in July on an every-other day schedule will be about 18 minutes.

You may wish to use drip irrigation for trees, landscape areas and gardens. Special strainers and pressure reducers should be used on these zones.

Remember you are using ditch water and it is unlawful to cross-connect your irrigation pipe to your potable (house water) pipe.

To properly irrigate your landscaped areas within your assigned schedule, your irrigation system must be designed to achieve at least 70% efficiency. Proper design and proper timing of each zone is equally important. The use of moisture sensors to stop irrigation when not needed can eliminate the need to change running times and result in truly automatic irrigation.

IRIGATION PLAN LEXINGTON HILLS PORTION OF SECTION 3 T1E BM ADA COUNTY IDAHO



ENGINEER
 ROYLANCE AND ASSOCIATES PA
 DAVE ROYLANCE
 4227 EMERALD
 BOISE, IDAHO 83706
 336-7390

DATE	10/2/98
DESIGNED BY	DR
CHECKED BY	DR
SCALE	AS SHOWN
PROJECT NO.	98-001

LEXINGTON HILLS
 IRRIGATION PLAN
 ROYLANCE AND ASSOCIATES PA
 Engineers Surveyors Landplanners
 4619 Emerald Suite D-2 Boise Idaho 83706 (208) 336-7390



REVISIONS	DATE

JOB NUMBER	9110-1156
1 OF 1	1

Roylance & Associates P.A.

Engineers • Surveyors • Landplanners

391 W. State Street, Suite E, Eagle, Idaho 83616

Telephone (208) 833-2824 Fax (208) 838-2855

LEXINGTON HILLS IRRIGATION STUDY METHODOLOGY STATEMENT

In August 2001 a study was undertaken to determine within reasonable tolerances the amount of irrigated area within the Lexington Hills and Lexington Hills East Subdivisions in Eagle, Idaho.

Actual field measurements of these areas using conventional surveying methods would be cost prohibitive so measurements were based on aerial photography. We obtained an aerial photograph of the entire area that was flown April 24, 2001 at a scale of 1"=200' +/- . Color photography was not available but the contrast on the black and white photo made it relatively easy to differentiate areas with grass or landscaping.

The aerial photograph was digitally scanned and imported into an AutoCad drawing format. The master drawing for the subdivisions was then overlaid on top of the photo. Using "rubber sheeting" we were able to manipulate the photo so that it matched the master drawing. This was done because the photo was not at an exact matching scale and also to eliminate distortions that can occur on the outer edges of aerial photography. The actual scale of the photo was approximately 1"=205'.

Areas of irregular shapes can easily be determined using AutoCad by tracing a figure over the area in question and then querying its area. We were able to exclude larger non-irrigated items such as buildings, ponds, and rock formations since these were clearly identifiable on the photo. Since measuring every piece of irrigated ground would be extremely cumbersome we performed a random sampling to estimate the gross irrigated area.

There are 640 residential lots within the subdivisions which were platted in 15 phases. Some of the phases have larger lots than others but within any given phase the lots are approximately the same size. We sampled 15% of the lots within each phase to determine a reasonable estimate of irrigatable area for each phase.

The lots that were measured were randomly selected to eliminate bias. There are a few lots within the subdivisions that are not yet developed and several others have been consolidated. These lots which make up less than 5% of the total were not considered.

There are a number of common areas of varying size throughout the subdivisions. These range from over an acre in size to several hundred square feet. Because of the wide variation and the limited number of them, a gross area based on a sampling would not provide the needed accuracy. For this reason we measured the irrigated area on 100% of the common areas.

As noted, 15% or 98 of the total 640 residential lots were measured. The gross irrigated area for these lots was found to be 20.80 acres. The average area of irrigated ground for

each of the 98 lots was determined to be 0.212 acres. Based on a total of 640 residential lots the irrigated area would be 135.84 acres. As a check to see if perhaps using the total 640 lots had inadvertently created bias, knowing that the phases were of different average lot size, we also checked it by phase. When we calculated the irrigated area for each phase and then added these totals we calculated 133.94 acres. We believe that the 1% difference is acceptable and provided a good check for our methodology.

The measured area for the common areas was 43.01 acres for a total of 176.95 acres of irrigated area.

PHASE	LOTS SAMPLED	RESIDENTIAL AREA	COMMON AREA
ONE	11	12.60	5.77
TWO	10	9.40	2.24
THREE	3	2.72	0.07
FOUR	5	10.03	0.97
FIVE	11	9.91	5.14
SIX	10	11.62	10.94
SEVEN	4	13.23	0.60
EIGHT	4	11.50	0.08
NINE	4	2.64	1.44
TEN	4	2.03	0.45
ELEVEN	4	17.34	0.86
TWELVE	3	4.56	2.88
RIM	3	10.63	0.59
EAST -1	11	7.81	2.87
EAST -2	11	7.92	3.00
SCHOOL			5.11
TOTAL		133.94 acres	43.01 acres

Clinton Stone
 Scott Field